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Delaware-Chenango-Madison-
Otsego Boces And Boces Teachers
Assn

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BC
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AGREEMENT

between the

**DISTRICT SUPERINTENDENT
as Executive Officer of the
BOARD OF COOPERATIVE EDUCATIONAL
SERVICES**

Sole Supervisory District of

**DELAWARE, CHENANGO,
MADISON & OTSEGO CO.**

and the

**BOCES TEACHERS' ASSOCIATION
(BTA)**

from

July 1, 1997 to June 30, 1999

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

CONCILIATION

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ARTICLE I

Recognition

The Board of Cooperative Educational Services, Sole Supervisory District of Delaware, Chenango, Madison and Otsego Counties recognizes the BOCES Teachers' Association (BTA) as the exclusive representative of all teaching personnel as certified in the unit, with the exception of those employees in classifications that are administrative or supervisory in nature and all Coordinators, Psychologists, Librarians, Social Workers, Registered Nurses and Aides.

ARTICLE II

Conditions of Employment

Section 1 - Safety

Unit members shall have safe and healthful conditions under which to carry out their professional duties. Unit members asked to perform an extra duty where there exists a threat of bodily endangerment shall be asked to do so on a voluntary basis and may refuse to do so. Should a unit member be assaulted by a student, immediate appropriate investigative procedures will be instituted by the administration, and where indicated, disciplinary procedures will be implemented. Where safety eye glasses are required in vocational areas, the BOCES will reimburse the unit member, upon presentation of a valid receipt, up to \$25.00 toward the cost of said eye glasses if not covered by insurance.

Section 2 - Duty Free Lunch

Every unit member will be granted a 30-minute duty free lunch period.

Section 3 - Duties

Unit members shall not be expected to assume substitute duties except in emergency situations or when substitutes cannot be found.

Only unit members will perform instructional and professional duties. Volunteers from the community will not replace professional staff.

Section 4 - Information

The District Superintendent agrees to make available upon request to the Association all public records, data and information financial or otherwise except for confidential materials for use in facilitating the process of negotiations or grievance. Original records, data and information are not to be removed from the room in which they are housed.

Section 5 - Board Agenda

At least 24 hours prior to a meeting of the BOCES Board, a copy of the agenda will be sent to the BTA President. Following the meeting the approved minutes will be given to the President of the BTA.

Section 6 - Work

The unit member work day shall end at 3:00 p.m. except when they are obligated to stay longer for professional activities and/or supervisory directives. Such activities preclude the 3:00 p.m. dismissal.

Section 7 - Agency Fee Deduction

The following Agency Fee Deduction shall be assessed when the Association obtains and maintains an 83 percent membership rate:

Procedure:

- A. The BOCES agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association.
- B. The Association will, within 30 days prior to the deduction, certify in writing to the BOCES the current rate of membership dues.
- C. Deduction of the agency fee shall be made consistent with the dues deduction format currently being implemented. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
- D. The Association agrees to save and hold harmless the BOCES from all loss, expenses, damages (except punitive), costs and attorneys' fees, limited only to the attorney provided by the Association, that may accrue as a result of this contract provision by reason of any actions or suits brought against the BOCES by any member in this unit.

ARTICLE III *Association Leave*

The President of the Delaware-Chenango BOCES Teachers' Association (or his/her designee, with prior approval of the District Superintendent) will be permitted time off, without loss of pay and without it being credited against sick or personal days, to attend the Representative Assembly of the NEA/NY. The President of the Association may designate two (2) members to attend the annual NEA/NY Lobby Day without loss of pay or leave days.

ARTICLE IV
Reduction in Force

Reduction in force shall be in accordance with applicable sections of New York State Education Law.

A teacher's status shall not be changed for the remainder of the school year due to a decline in student enrollment if the affected class has any K-12 students in attendance as of October 1.

ARTICLE V
Worker's Compensation

When a unit member is absent due to a job related injury or illness, he/she shall utilize sick leave for said absences. When the BOCES receives payment from Worker's Compensation for absences incurred as a result of a job related injury or illness, said payment shall be applied to restoring the sick days on a pro-rated basis.

ARTICLE VI
Inclement Weather or Emergency Closings

In the event none of the component school districts send their students to the BOCES because of inclement weather or for some other emergency, BOCES will also close and the bargaining unit members shall not be required to report for work.

However, the District Superintendent reserves the right to close one of the campuses while the other remains open in the event an emergency condition warrants. If a state of emergency is declared in either of the two (2) BOCES campuses, unit members shall not be required to report for work in the affected BOCES campus.

Itinerant and Special Education unit members shall proceed in the manner of regular teachers in each home school district.

ARTICLE VII
No Reprisals

There will be no reprisals of any kind taken against any unit member by reason of membership in the Association or participation in any of its legal activities.

ARTICLE VIII
Savings Clause

If any provision of the Agreement or any application of the Agreement to any unit member(s) shall be found contrary to law, then such provision or application shall not

be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE IX

Individual Agreements

Any individual arrangement, agreement, or contract heretofore or hereafter executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement and subsequent Agreement hereinafter executed by the parties. During its duration, this Agreement shall be controlling.

ARTICLE X

Leaves of Absence

Section 1 - Sick Leave

Sick leave will be accumulated at the rate of twelve (12) days per year. Unused sick leave will be accumulated for the length of time that the person is in the system. A record of accumulated sick leave is to be included in the annual (September) working agreement sheet.

Twelve (12) sick leave days annually may be used for immediate family illness as well as personal illness. Sick leave is prorated for any portion of a year. No accumulated sick leave days may be used for family illness (to include parents, husband, wife, children and in-laws/grandparents who might be living with the family).

No sick leave shall be charged against a unit member's allowance except for absence on school days when unit members are expected to be on duty.

Section 2 - Illness of Long Duration

a. Additional Sick Leave (Paid)

- 1) There shall be established a Sick Leave Committee each school year consisting of two (2) unit members appointed by the BTA, two (2) persons appointed by the Superintendent, and one (1) person agreed upon by the parties. Said Sick Leave Committee shall review and pass upon applications for additional sick leave days, submitted by members of the bargaining unit.
- 2) Applications for additional sick leave days may be made to the Committee by any member of the unit who has suffered a prolonged serious illness or injury (as hereinafter defined), whose accumulated sick leave has been exhausted, and who has no other source of coverage such as income protection insurance, accident and health insurance, catastrophe

insurance, etc., which would provide an income equal to the unit member's salary.

- 3) For purposes of this Article, the term "serious illness or injury" shall be defined as one which is generally regarded as such by those in the medical profession. Any dispute as to whether or not an illness or injury is "serious," as used herein, shall be resolved by a school physician. It is not intended to cover absences of a day, or several days, in excess of accumulated sick leave, or situations where there is no serious or prolonged illness or injury. Such coverage would be the result of a request previously granted by the Committee or an extension of a previous serious prolonged illness or injury.
- 4) The Committee is authorized, however, to grant additional sick leave upon a pro-rata basis where, in its discretion, it deems it appropriate to do so and such proration does not exceed the general limitations set forth herein.
- 5) Prior to, or no later than concurrent with, the submission of the application for additional sick leave, the unit member shall provide the Committee with a medical report setting forth the nature of the illness/injury and the anticipated date of recovery and return to work. The Committee shall have the right to request additional medical information if it deems such information to be necessary, as well as the right to have the unit member examined by a school physician or a physician designated by the school physician.
- 6) If additional sick leave is granted by the Committee, said additional leave may be granted in blocks of fifteen (15) days or less upon resubmission of request to the Committee. Such additional leave will not exceed sixty (60) days and shall be expended from the bank upon the basis of one (1) day for each day's pay which would have been received had there been no illness or injury.
- 7) A mandatory contribution of two (2) sick days from each bargaining unit member will be assessed on September 1, 1987. On September 1st of each subsequent year each bargaining unit member will be equally assessed not more than two days to bring the total days in the Bank to at least 250. This assessment shall be made in whole days, therefore, the amount contributed for each member will be zero (0), one (1), or two (2) days each year. It is understood and agreed the inclusion of said figure is to be in no way construed as a guarantee or commitment by the District that such sick leave days must or will be expended in the designated time period. The total of said figures represents only the amount which is available in the event the Committee determines an application to be meritorious and within the purview of this Article. Computation of final assessments and appropriate deductions shall be as of June 30th of each year. Upon retirement under this contract, unit members with over two

hundred (200) accumulated sick days may donate up to five (5) days to the Sick Leave Bank.

- 8) The decision of the Committee shall be final, binding and not subject to the Grievance and Arbitration Procedure set forth in Article XX of this contract.
- 9) Unit members hired after July 1, 1996, shall not be allowed membership in the sick leave bank until they have been employed by the BOCES for a period of 10 months.

b. Additional Sick Leave (Unpaid)

- 1) Unpaid sick leave may apply where all paid sick leave has been exhausted or in lieu of the Sick Bank, i.e., Sick Bank has been denied.
- 2) Unpaid sick leave is applicable for extended illness which is hereby defined as missing ten (10) or more consecutive working days due to illness or injury.
- 3) Absence due to illness in excess of paid sick leave will automatically place a unit member on leave without pay for additional days missed.
- 4) In cases of prolonged illness, the unit member must submit to the office of the appropriate supervisor a written request for leave giving the probable date of return. In any instance where the unit member is physically/mentally incapable of submitting a written request, a surrogate family member may submit the request for the unit member.
- 5) Unit members returning from leaves of absence because of illness which have extended beyond the school term will be given primary consideration for their former or similar assignments.
- 6) Any unit member returning to duty after an extended illness must present a statement from his/her physician. The BOCES may require such a unit member to submit to an examination by a physician designated by the BOCES, at BOCES' expense. (See ARTICLE XVII)

Section 3 - Personal Business Leave

Each unit member shall be allowed up to three (3) personal business days with full pay during each school year to be used for personal business which cannot be transacted other than during normal working hours.

Unit members shall request personal business leave days through the District Superintendent or his/her designee. The request for personal leave days shall be made a minimum of three (3) school days prior to the leave date, with the exception of an emergency where advanced notice is not possible. In the case of an emergency, unit

members shall notify the District Superintendent or his/her designee. No unit member shall be required to give a reason to anyone concerning why he/she is taking a personal business day.

Unused personal business days will be accumulated as sick leave annually.

Personal business days shall not be taken on days adjacent to a vacation or holiday period for the purpose of extending the activities of the vacation or holiday, nor shall they be used for conventions not applicable to school business.

Section 4 - Death in the Family

Up to five (5) days without loss of pay will be granted to a unit member for bereavement, with the approval of the District Superintendent or his/her designee, and to attend a funeral of a member of the unit member's family limited to the following: spouse, parents, children, sisters or brothers, in-laws, and grandparents. Such days are not deductible from sick leave or personal leave.

Section 5 - Emergency Leave

Leave of absence with pay may be granted for emergency leave: serious family illness, or Act of God such as flood, hurricane and fire. Permission for such leave must be obtained from the District Superintendent or his/her designee.

Section 6 - Child Bearing and Child Rearing Leave

Child Bearing and Child Rearing Leave will be granted to teachers for a period not to exceed two (2) years. These leaves will follow current legal mandates. Unit members granted leave under this section shall not return to work during the term of the leave unless written permission is requested by said unit member and granted in writing by the District Superintendent.

Section 7 - Military Leave

Military leaves of absence shall be granted to any regularly appointed unit member who shall be drafted or called for military duty with any branch of the Armed Forces, their Reserve Branches, and National Guard of the United States.

Legal Reference:

Military Law, Section 11B
Law Pamphlet 11
State Education Department
Military Law Section 242

Section 8 - Leave for Professional Work and/or Growth

- a) With the recommendation of the BTA and approval of the Board, up to one (1) year absence may be granted with or without pay.

- b) Leaves may be granted for the following reasons: Further education through university study, related job experience in or out of the country, travel for study of educational systems in or out of the country, and other reasons to be determined at the discretion of the Board.
- c) A written request must be submitted.
- d) If the leave is with pay, the unit member will return for a minimum of one (1) year or reimburse the BOCES for pay received during the Leave of Absence.

Section 9 - Visitation

The Administration agrees with the concept that visitation to other educational facilities can be a legitimate method to improve on unit members' techniques. Consequently, should a unit member request and receive approval for that day, then that day would not be deducted from his/her personal days.

Section 10 - Other Leaves

The Board reserves the right to give consideration to other requests for leave. Examples that might receive consideration might be Religious Holidays and request to leave before the completion of the school year in order to further professional growth.

Section 11 - Other Absences

A deduction will be made for each illegal absence at the per diem rate of 1/200th of the unit member's annual salary.

Section 12 - Absence Reporting Procedures

Under no circumstances shall any unit member be absent without the advance knowledge of his/her immediate supervisor or the designated representative of his/her program area.

The unit member will call his/her supervisor or designated representative, and report his/her absence. Where possible, this call should be made before 4:30 p.m. If this is not possible, the immediate supervisor, or designated representative, should be called at home during the evening before 10:30 p.m., or if absolutely necessary, the next morning between 5:30 and 7:30 a.m.

Section 13 - Jury Duty

Any BOCES employee who is summoned for jury duty or subpoenaed to appear in court for an action to which they are not a party may be granted time off with the approval of the District Superintendent or designee. The amount of the employee's salary will be assured for the duration of such time off. The employee shall reimburse the BOCES any remuneration, less mileage and meal allowance received for hearing

participation. The employee shall notify the immediate supervisor or the designated representative daily regarding attendance requirements.

ARTICLE XI

Committees

There are numerous working committees of the faculty as well as lay-faculty groups which are needed to work upon specific problems as the need is felt.

Committees are formed or dissolved as needed. Unit members will be expected to participate in the work of such committees.

ARTICLE XII

Travel and Related Expenses

BOCES vehicles will be used for all approved travel; if unavailable, a personal vehicle may be used. Reimbursement for use of a personal vehicle shall be at the U.S. Federal I.R.S. Business Mileage rate per mile as of July 1st of each school year, provided such travel has been approved by the District Superintendent or his/her designee.

Travel Expense

Payments for incurred travel expense will be based on the following policy:

- a) Meetings - if the unit member is requested by his/her supervisor or has been granted advanced permission for 100 percent coverage by the Board to attend a meeting, conference, etc., all approved expenses will be paid.
- b) If the unit member requests to attend a meeting, or conference, related to his/her educational area and advance permission is granted, all approved expenses will be paid.
- c) All requests for expense reimbursement must be accompanied by original receipt(s).

ARTICLE XIII

Letters of Resignation

Unit members who wish to resign their BOCES position should send a formal notice, two (2) copies - one (1) to the immediate supervisor and one (1) to the District Superintendent, indicating such action 30 days prior to the effective date. A simple declarative statement, date of submission, and effective date should be included. An original signature should be on each copy.

ARTICLE XIV

Evaluations

Section 1 - Purpose

- A. This Article applies only to unit members.
- B. Evaluation of unit members shall not be limited solely to formal observations.
- C. For non-classroom bargaining unit members the BOCES will develop an evaluation procedure mutually acceptable to the BOCES and the unit member, subject to the approval of the BTA.

Section 2 - Evaluation Procedure

a. Pre-Observation Conference

A pre-observation conference will be held with each unit member. During this conference the evaluator will discuss with the unit member:

- 1) The objectives of the lesson to be observed.
- 2) The basic instructional strategies which the unit member will use to achieve his/her objectives.

b. Observation

The evaluator will observe the unit member's class and base judgment on the unit member's effectiveness in achieving the above objectives.

c. Post-Observation Conference

A post-observation conference will be held with each unit member. During the conference:

- 1) The evaluator will discuss the degree to which the unit member's instructional objectives were achieved.
- 2) The unit member will be presented with an itemized list of his/her instructional/curriculum strengths and weaknesses.
- 3) If the unit member needs assistance (in-service work, consultation with other teachers, suggestions from appropriate administrators, appropriate reading material, or any kind of instructional improvement help to overcome weaknesses) the evaluator will provide the unit member with a written list of these suggestions.

Section 3 - Copy of Evaluation

Unit members will be given a copy of the evaluator's final report within twenty (20) school days after the Post-Observation Conference. The unit member will be expected to sign the evaluator's final report indicating he/she has seen the report and has discussed it with the evaluator. The unit member will be able to attach his/her comments concerning the evaluator's report. The unit member will have thirty (30) school days from the receipt of the evaluation to file a response.

Section 4 - Subsequent Observations

For subsequent observations the above procedures will be followed, with the exception that the objectives and strategies may be varied to suit the lesson taught at the time of the observation. However, the evaluator will look for improvement in those areas where indicated improvement was needed. The evaluation will also indicate which improvement suggestions the unit member utilized.

Section 5 - Access to Files

Unit members have the right upon request to review the contents of their personnel files and to make copies of any documents in it.

Section 6 - Supervision Study Group

The parties agree to discuss the report of the supervision study group, and upon approval of the District Superintendent and the BTA Executive Committee, to implement acceptable recommendations.

ARTICLE XV

Fair Dismissal

Dismissal from Delaware-Chenango-Madison-Otsego BOCES shall follow fair dismissal procedures in N.Y.S. Educational Law Section 3031.

ARTICLE XVI

Publication of Articles

Unit members submitting any articles for publication in which BOCES is mentioned are to show these to the immediate supervisor prior to release for publication. Conversely, if an article pertaining to the BTA, or its standing committees, is to be published, it is to be presented to the Association President prior to submission to the Press.

The above article does not pertain to negotiation news releases.

ARTICLE XVII
Medical Examinations

For the benefit of unit members, students and continuity of BOCES programs, each unit member may be required to submit to a medical examination. These examinations shall be conducted by a physician designated by the BOCES at BOCES expense.

ARTICLE XVIII
Length of School Year

The employment year is from September 1st through June 30th. The salary for a unit member who agrees to work between July 1 and August 31 in an identical role to that which the member has worked during the regular school year, i.e., teaching counseling, speech therapy, etc., shall be at the rate of 1/200th of the employee's yearly salary. If the BOCES informs the Association on or before May 16 that funding for summer special education programs will be inadequate to fund salaries at the contractual rate, then per diem rates for such work will be set at 1/200th of the previous year salaries. Prior to implementation, the parties will meet to discuss the reasons for and alternatives to adopting such rates.

ARTICLE XIX
Posting of Vacancies

Not less than twice each semester, or as they arise, the District Superintendent shall have posted on bulletin boards in both campuses a list of known full time bargaining unit vacancies. Such notices shall be posted as far in advance as practicable before the deadline for applications. Unit members who desire to be informed of positions which may be filled during the summer vacation period shall submit their names in writing to the District Superintendent.

ARTICLE XX
Grievance Procedure

It is the objective of the parties to this contract to encourage prompt and informal resolution of differences as to the interpretation of its provisions and to provide an orderly procedure for a satisfactory solution of the alleged grievances which are not readily adjusted.

Section 1 - Definitions

Grievance - shall mean any violation of this Agreement or any dispute with respect to its meaning or application.

Supervisor - shall mean the Administrator responsible for the area in which an alleged grievance arises and to whom the unit member is directly responsible, Department Chairperson, Principal, etc.

Unit Member - shall mean any member of the instructional bargaining unit.

Aggrieved Party - shall mean any unit member filing a grievance whose position requires certification by the State Education Department and who is represented by the BOCES Teachers' Association or counsel.

Administrator - shall mean any professional employee responsible for or exercising any degree of supervision or authority over a unit member.

Representative - shall mean the Grievance Committee of the BOCES Teachers' Association and any party designated as the aggrieved party's counsel or advisor.

Grievance Committee - is the committee created and constituted by the BOCES Teachers' Association.

Party in Interest - is the Grievance Committee and any party named in a grievance who is not the aggrieved party.

Hearing Officer - shall mean any individual or Board charged with the duty of rendering a decision at any stage of a Grievance Procedure hereunder.

Appeal - the referral of a grievance matter to the next higher stage of consultation in the event the aggrieved unit member is not satisfied with the solution offered by the lower stage of consultation.

Stage - each successive level of consultation for the purpose of resolving a grievance.

Working Day - any day on which the unit member is on duty.

Chief Administrator - shall mean the District Superintendent.

Mutual Time - shall be a time agreed upon in writing by both parties.

Section 2 - Grievance Procedure

1. The aggrieved unit member shall present his/her grievance in writing at all formal stages. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, the parts of this Agreement, policies, etc. involved in said grievance, the time and place where alleged events or condition constituting the grievance existed, the identity of the party responsible for causing the said events or conditions if known to the aggrieved party, and a general statement of the grievance and the redress sought by the aggrieved party.
2. If the grievance affects a group of unit members working under one supervisor and is associated with the system and policies, it may be submitted directly by the group to Formal Stage 1.

3. Except for informal discussion, all decisions shall be rendered in writing at each step of the grievance procedure setting forth finding of facts, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the unit member and the Association.
4. If no mutual time for a meeting between the supervisor and the aggrieved party or representative can be arranged within ten (10) days after receipt of a written notice, proceed to Stage 2.
5. The Board and the Association agree to make available any unrestricted material and documents, communications and records concerning the alleged grievance.
6. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such grievance or participation therein.
7. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against the unit member to testify and to call witnesses on the unit member's behalf and to be furnished with a copy of any Minutes of the Proceedings made at each and every stage of this grievance procedure.
8. Forms for filing grievances, serving notices, making appeals and reports and recommendations and other necessary documents will be jointly developed by the Board representatives and the Association and will be kept on file at appropriate locations.
9. All documents, communications and records dealing with the processing of a grievance shall be confidential and filed separately from the personnel files of the participants.
10. Each party shall be responsible for accumulating and maintaining his/her own official grievance record and Minutes beyond Stage 1.
11. Teachers involved in grievance hearings at any stage of procedure who are required by the Administration to meet during the school day shall be released with full pay and the time shall not be charged against sick leave or personal leave. The BOCES shall pay the cost of all substitute unit members involved.

Section 3 - Time Limits

1. Failure to present an alleged grievance within 40 working days after the occurrence of the claimed grievance event or of the aggrieved party's first knowledge of that event shall result in a waiver of all rights involved

pertaining to the right to present an alleged grievance pursuant to the procedure in the Agreement.

2. It is the intent of these procedures to provide for the settlement of differences at the earliest possible Stage of this procedure in a fair and equitable manner. Time limits specified for either party may be extended only by mutual agreement.
3. If a decision is not appealed to the next Stage within time limits specified, grievance will be deemed discontinued and further appeal under this Agreement shall be barred.
4. Decisions shall be communicated to the aggrieved party or representatives within the specified time limit. Failure to communicate within the time limit shall permit lodging of an appeal at the next Stage of the procedure.
5. Except by mutual consent no alleged grievance occurring within the last ten (10) working days of the school year shall be set aside until the following year. This alleged grievance will be handled on a pro rata basis as outlined in this provision or according to the regular procedure set forth in Section 4.

Section 4 - Stages of Proceedings

A. Informal Procedure

1. The unit member will first discuss the grievance informally with the immediate supervisor.
2. If the grievance is not resolved at the informal stage, the aggrieved party will discuss the grievance with the BTA Grievance Committee. Prior to submitting a formal written grievance the BTA Grievance Committee will counsel the aggrieved party.

B. Formal Stage 1

1. The aggrieved party will submit the grievance and a rationale for its validity to his/her immediate supervisor using the designated grievance form and in accordance with the stated procedure in Section 3.
2. Within five (5) working days following the day the written grievance was received, the immediate supervisor will return the grievance and the decision on same to the aggrieved party.

C. Formal Stage 2

1. If the aggrieved party is not satisfied with the decision rendered at Stage 1, he/she may appeal the decision to the Assistant Superintendent. This appeal must be submitted in writing on the designated grievance form and within five (5) working days following receipt of the decision at Stage 1.
2. The unit member must also submit a copy of the Stage 1 grievance decision form returned to the unit member by the immediate supervisor, plus any added data he/she wishes to submit.
3. Within five (5) working days following the day the written grievance was received, the Assistant Superintendent shall render a decision in writing to the aggrieved party.

D. Formal Stage 3

1. If the aggrieved party is not satisfied with the decision rendered at Stage 2, within ten (10) working days of receipt of that decision the aggrieved party may file a written appeal to the District Superintendent. This appeal will utilize the form used in Stages 1 and 2.
2. Within ten (10) working days following the day the appeal was received, the District Superintendent will hold a hearing in regard to the alleged grievance. Both parties may have representatives of their choice present with them at the hearing.
3. The District Superintendent shall render a report and decision on the grievance in writing to the aggrieved party and his/her representative, within ten (10) working days following the hearing. The report shall include a statement of finding of facts, conclusions and recommendations.

E. Formal Stage 4

1. If the aggrieved party is not satisfied with the decision rendered at Stage 3, the aggrieved party may submit the grievance to arbitration by written notice to the District Superintendent within five (5) working days after the receipt of the decision at Stage 3.
2. Within five (5) working days after such written notice of the desire to submit to arbitration, the Association will make application for arbitration to the American Arbitration Association.
3. The selected arbitrator will hear the matter promptly and will issue a decision as promptly as possible from the date of the close of the hearing or, if oral hearings have been waived, then from the date

the final statement and proofs have been submitted. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions on the issue.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The costs for the service of the arbitrator, including expenses, if any, will be borne equally by the Association and the Board.
7. Nothing in this provision shall prevent an aggrieved party from carrying the dispute to arbitration without sanction of the Grievance Committee and/or Association. In the event an aggrieved party does carry the grievance to arbitration, the entire expense shall be borne by the aggrieved party.

ARTICLE XXI

Medical Plan

A. DCMO BOCES health consortium language shall be attached as Appendix B.

1. Unit members who elect individual coverage will pay one hundred twenty dollars (\$120) annually to be deducted from their pay checks in twenty (20) installments.
2. Unit members who elect family coverage will pay two hundred forty dollars (\$240) annually to be deducted from their pay checks in twenty (20) installments.
3. BOCES will pay 50% of the premium equivalent for individual health insurance and/or 35% of the premium equivalent for dependent coverage for retirees who have had at least 10 (ten) years of service in the BOCES.
4. A unit member who requests to work less than 90% of full time, and whose request is approved, shall pay twice the contribution of the premium equivalent paid by a full-time unit member.
5. The Community Health Plan (CHP) shall be offered to unit employees on the same dollar cost basis as the DCMO Health Plan. The BOCES shall develop a yearly window period for change in coverage, including dates and duration.

B. Medical Plan Option

1. All eligible unit members shall have the option of dropping the Health Insurance plan provided by the Delaware-Chenango-Madison-Otsego BOCES and will receive \$1,000 annually. Such payment shall be prorated in accordance with the unit member's FTE and shall not be available for unit members working less than 50%.
2. All new unit members who meet the criteria and who elect not to take the Health Insurance plan will also be eligible for said payment.
3. Notification for requesting this option must be given in writing and proof of alternate coverage must be provided to the District Superintendent/designee by April 30th or upon the date of hire for new unit members.
4. Payment will be issued in the last pay period in June or upon the unit member's separation from the BOCES. The payment shall be pro-rated if less than a full year of employment.
5. If a unit member wishes to change his/her option, written notice must be given to the District Superintendent/designee by April 30th, regardless of the date of hire, and said change will be effective as of July 1st of the succeeding fiscal year if the criteria of the Health Insurance plan is met and approved.
6. A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the District Superintendent/designee, be allowed re-entry into the BOCES Insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a pro-rated basis if re-entry is in the same year the plan was dropped. The unit member will be assessed the full annual fee.
7. Any requests which jeopardize the program will be refused.

ARTICLE XXII

Dental Expense Reimbursement Program

The BOCES and Employee cost for the dental reimbursement program will be as follows:

The Dental Plan Rates shall be as follows:

<u>Employee Payment</u>	<u>1997-98</u>	<u>1998-99</u>
Individual coverage	\$ 65.00 per year	\$ 70.00 per year
Family coverage	\$120.00 per year	\$130.00 per year
BOCES payment	\$300.00 per year	\$325.00 per year

Any change in the above rates will be set by the Dental Committee and implemented upon the approval of the District Superintendent and the BTA.

Reimbursement will be on a schedule recommended by the Dental Committee and approved by the BTA and the District Superintendent. If the unit member is on a family plan, the same coverage applies to each family member(s).

A Dental Committee consisting of three (3) administrative staff members and two (2) unit members, will monitor the Dental Expense Reimbursement Program and make recommendations to the Administration and the BTA for modifications in the Program, if required.

ARTICLE XXIII *Flexible Benefit Plan*

A Section 125 flexible benefit plan shall be offered to all unit members, with TPA costs to be paid by the participant. The BOCES shall select the plan.

ARTICLE XIV *Transfers*

Whenever possible, BOCES shall provide at least thirty (30) days' notice prior to the transfer of a unit member.

ARTICLE XXV *Legislative Action*

It is agreed by and between the parties that any provision requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXVI *Legality*

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such judgment or order of the Court shall apply only to that section or article and shall not invalidate or void the entire Agreement.

Except as expressly limited by the provisions of this Agreement, the authority, rights and responsibilities delineated under law to this Board are retained by said Board.

ARTICLE XXVII
Salary Schedules and Related Salary Data

Salaries for unit members for 1997-98 shall be established by increasing the June 1, 1997 unit member payroll by 3.5%, and distributing said increase as per procedures established between the parties. Salaries for unit members for 1998-99 shall be established by increasing the June 1, 1998 unit member payroll by 3.5% and following the same procedures as in 1997-98.

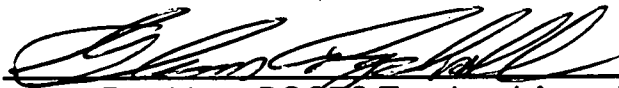
ARTICLE XXVIII
Duration of Agreement

The provisions of this Agreement shall be effective as of July 1, 1997 and shall remain in full force and effect until June 30, 1999.

It is hereby agreed and understood by and between the parties that negotiations for a successor Agreement shall not begin prior to October 31, 1998, nor later than February 1, 1999.

The parties hereto represented have executed this Agreement on the 18th day of June, 1997.

BY:



President, BOCES Teachers' Association

BY:



District Superintendent

APPENDIX A
Salary Increases and Related Salary Data

- I. New hires shall be granted experience and placed on the entry schedule at the sole determination of the District Superintendent. New hires cannot be hired above incumbents with equal credited experience.

- II. **Retirement - Resignation - Lay Off Incentive**
 - a) The salary of a unit member divided by two hundred (200) school days, times fifty percent (50%) of the number of unused sick leave days to a maximum of two hundred (200) days. (Unit member's salary \div 200 X .50 of unit member's unused sick leave to a maximum of 200 days.)
 - b) In order to be eligible for this payment the unit member shall have completed ten (10) years of employment in the Delaware-Chenango-Madison-Otsego BOCES, and shall apply to retirement and/or layoff situations only.
 - c) The cost of this increment will be paid by the Board of Education.
 - d) The unit member shall provide notice to the District Superintendent by April 1st of the school year in which the teacher retires or resigns. Payment to be made no later than December 31st of the next fiscal year immediately following the effective date of retirement, resignation or lay off as per Section 2510 of the New York State Education Law.
 - e) In order to be eligible for payment for any unused sick leave upon resignation, the unit member must have completed 23 full years of service in the BOCES.
 - f) A unit member who receives incentive pay upon layoff, and who is subsequently recalled, shall either return to active employment with no sick leave accrual, or at the members option, return the incentive pay and have his/her sick days restored.

III. Salary Formula 1997-1998

a) Base salary \$28,100

b) Credited Years of Experience	Amount for Each Year
1-5 years	\$210
6-15 years	\$460
16-25 years	\$575
26 and over	\$590

c) Degrees (amount not cumulative, paid **only** for highest degree obtained):

AS/AAS/RN2	\$1,000
BA/BS/RN3	\$1,600
MA/MS	\$1,900
Doctorate	\$2,100

d) Credit Hours (only for those **actually** credited). Payment for approved credit hours shall be as follows:

1. Hours below AS/AAS degree \$0
2. Hours above AS/AAS degree
but below BA/BS degree \$10
3. Hours above BA/BS degree \$30
4. Payment for credit hours will be \$30 per credit hour for approved credit hours earned on or after July 1, 1981; adjustment shall be made on October 1st and February 1st.
5. Effective December 1, 1993, salary credit for approved hours above the BA/BS degree shall be limited to 60 hours.

e) Longevity

\$300 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 50 months.

\$600 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 100 months.

\$900 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 150 months.

\$1,200 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 200 months.

\$1,500 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 250 months.

f) Adjustments

Salary increases are reflected in the Formula above.

Salary Formula 1998-1999

a) Base salary \$28,700

b) Credited Years of Experience	Amount for Each Year
1-5 years	\$220
6-15 years	\$470
16-25 years	\$590
26 and over	\$600

c) Degrees (amount not cumulative, paid **only** for highest degree obtained):

AS/AAS/RN2	\$1,000
BA/BS/RN3	\$1,600
MA/MS	\$1,900
Doctorate	\$2,100

d) Credit Hours (only for those **actually** credited). Payment for approved credit hours shall be as follows:

1. Hours below AS/AAS degree \$0
2. Hours above AS/AAS degree but below BA/BS degree \$10
3. Hours above BA/BS degree \$30
4. Payment for credit hours will be \$30 per credit hour for approved credit hours earned on or after July 1, 1981; adjustment shall be made on October 1st and February 1st.
5. Effective December 1, 1993, salary credit for approved hours above the BA/BS degree shall be limited to 60 hours.

e) Longevity

\$300 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 50 months.

\$600 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 100 months.

\$900 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 150 months.

\$1,200 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 200 months.

\$1,500 shall be paid to unit member following July 1 **after** they have been employed by BOCES a total of 250 months.

f) **Adjustments**

Salary increases are reflected in the Formula above.

IV. Certified Occupational Therapy Assistant, Physical Therapy Assistant, Teacher Assistant

The following salary schedule shall apply to any employee hired into the above titles on or after November 16, 1995:

a) **Base salary:**

COTA Base Salary	\$16,000
PTA Base salary	\$16,000
TA Base salary	\$12,000

b) **Degrees (amount not cumulative, paid only for highest degree obtained):**

AS/AAS/RN2	\$1,000
BA/BS/RN3	\$1,600
MA/MS	\$1,900
Doctorate	\$2,100

c) **Experience credit, longevity, and credit hours to be paid at 50% of the applicable amount set for teaching personnel as per Section III above.**

V. Payment for Club Advisors

Club Advisors will receive an additional duty pay of:

1997-1998	\$1,000
1998-1999	\$1,000

Assistant Treasurer at half rate of Treasurer.

VI. Salary Credits

a. Military Service Credit

Full credit for military service will be granted up to a total of two (2) years.

b. In-service Credit

Attendance in programs submitted for salary credit will be at the discretion of the District Superintendent and written requests shall be made to the District Superintendent prior to the unit member's attendance in the program. Credit for in-service training that does not carry college credit shall be computed for pay purposes using the following ratio:

Fifteen (15) class or shop hours will be equivalent to one (1) college credit.

Credit for in-service training courses taken during the unit member's normal work day or for which the BOCES has reimbursed tuition and/or travel expenses shall be excluded for salary credit under this provision.

VII. Salary Payment

The first paycheck in September will reflect actual days worked. The remainder of the annual salary will be divided amongst the remaining pay periods.

VIII. Leaves of Absence

A unit member shall be provided with the negotiated salary increase for the school year he/she returns to the employ of the BOCES.

IX. Professional Organizations

Twenty-five dollars (\$25) per year will be available to reimburse each unit member for dues paid to professional organizations (directly related to the unit member's area of instruction) of his/her choice.

APPENDIX B
DCMO BOCES Health Plan

1. The Delaware-Chenango-Madison-Otsego BOCES will provide health care coverage equivalent to the coverage prescribed in the existing collective bargaining agreement (July 1, 1990 - June 30, 1993).
2. In changing from the former plan, (Blue Cross & Blue Shield of Utica, Watertown, Supreme Blue 44), to the new plan, benefits will be at least equivalent to the former plan as of (day prior to changeover). The term "benefits" does not relate to the designation of practitioners who provide medical service, or to internal factors in the legal structure of the plan.
3. All data obtained by the plan administrator, claims administrator, case managers and third party vendors with respect to claims, shall be considered confidential and shall be used only by persons involved or connected with the administration of the plan and the payment of claims. Any information passed from the TPCA to any school administrative body will not contain names or specific identifying details but instead will provide information of a statistical nature.
4. The enrollment form shall contain a written consent for m for a limited waiver of confidentiality.
5. The Delaware-Chenango-Madison-Otsego BOCES and the BOCES Teachers' Association will establish a local Health Care Committee to provide input relative to health care benefits. The committee will consist of three members appointed by the BOCES and three members appointed by the Teachers Association.
6. From time to time this plan may be amended as a result of federal and/or state regulations, or as the result of negotiated changes.

If, during the life of this plan, the BOCES Board determines that there should be a change in the Plan Administrator, there will be no interruption of benefits. Benefits will be paid as if there had been no change in the Plan Administrator.
7. No current enrollee of the Plan shall be at risk regarding pre-existing conditions and/or deductibles that have been satisfied or accrued on the date of the change.
8. State-mandated benefits shall be included in the Plan.
9. A claims appeal procedure is as outlined on the attached.

Claims Appeal Procedure

The Health Care Program Claims Administrator will provide a written Explanation of Benefits, (EOB), showing the calculations of the total amount payable, charges not payable, and the reason, therefore, if a claim is denied in whole or part.

A claimant who elects to have a claim reviewed shall submit a completed Claim Appeal form, (available from the BOCES Program Administrator), within one-hundred & twenty (120) days after the denial has been received. The Program Claims Administrator may request additional information from the claimant for further consideration of the claim.

Upon receipt of the completed Claim Review Form, the Program Claims Administrator will review said claim. The Claims Administrator shall respond in writing to the claimant within sixty days of receipt of the request for review. The response shall clearly identify the specific reasons for the decisions with appropriate references to the program document.

In the event that the employee is not satisfied with the decision of the Claim Administrator - BOCES will provide an ombudsman to act on behalf of the employee in providing assistance and consultation to the employee in re-submitting an appeal of the decision to the Claim Administrator for final determination.



GRIEVANCE FORM

Stage: _____
Date: _____

Unit Member's Name: _____

Position & Responsibilities: _____

Nature of Grievance: _____

Settlement Desired: _____

Unit Member's Signature

Chairperson,
BTA Grievance Committee

=====

Management Reply

Date: _____

Supervisor's Signature

- Fill out in triplicate and distribute to:
1. Immediate Supervisor
 2. Chairperson, Grievance Committee
 3. Personal Copy